



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

**RFP NO. B2Z04089
TITLE: PROJECT MANAGEMENT TRAINING
ISSUE DATE: 06/04/04**

**REQ#: N/A
BUYER: ANGELA MORRIS
PHONE NO.: (573) 751-4578
E-MAIL: angela.morris@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: 08/03/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO:	DPMM	or	DPMM
	P O BOX 809		301 WEST HIGH ST, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: 12/11/04 THROUGH 06/30/06

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS STATEWIDE AGENCIES

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 05/03/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR	

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors to establish a statewide contract for use by all state agencies for project management training as set forth herein. The purpose of the training shall be to assist students in obtaining Project Management Professional (PMP) certification from the Project Management Institute.
- 1.1.2 The State of Missouri reserves the right to acquire project management training from other sources (i.e. state colleges and universities, etc.).

1.2 Pre-Proposal Conference:

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Wednesday, June 30, 2004 at 1:00 p.m., in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri. *It is anticipated that this conference will last approximately two hours.*
- 1.2.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within three (3) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.3 E-mail Questions:

- 1.3.1 Offerors are encouraged to e-mail their questions regarding the RFP prior to **Tuesday, July 16, 2004** to: Angela Morris, Buyer, Division of Purchasing and Materials Management, at angela.morris@oa.mo.gov.

1.4 Offeror's Contacts:

- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.5 Mandatory Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation Requirements:

- 1.5.1 This RFP requires MBE and WBE participation in the performance of the contract. Refer to paragraphs 2.9 and 5 and all subparagraphs for specific participation requirements and opportunities. The offeror is advised to review the information carefully. The offeror is cautioned that the MBE/WBE participation requirements contained herein are different than the MBE language contained in previously issued procurement documents.

1.6 Background Information:

- 1.6.1 It is critical that State of Missouri project managers have the skills necessary to manage projects efficiently in order to meet customer and constituent needs by standardizing and reducing the basic tasks necessary to complete a project in the most effective and efficient manner. Missouri has identified the Project Management Institute as the leading professional association in project management and has adopted the Project Management Body of Knowledge (PMBOK) as a model in the development of standards for the practice of project management in the State of Missouri.
- 1.6.2 As part of the Missouri project management mentoring program, it has been noted that people feel forms and processes presented in training are “gospel” and have had difficulty in determining how to apply the appropriate level of project management to the level of complexity of the task(s) or the project management knowledge of customers and stakeholders. This is especially important when developing project plan documents and communications plans and documents. Training that provides an opportunity for students to learn not only the recommended forms and processes, but provides the experience of adapting them and determining their necessity to specific situations would be highly desirable.
- 1.6.3 The Missouri Technical Training and Education Center (MOTEC) will act as the Office of Information Technology scheduling and cancellation agent.
- 1.6.4 The State of Missouri intends to limit on-site classes to fourteen (14) students or less except in extenuating circumstances. The contractor should limit the size of contractor-site classes to no more than twenty (20) students (refer to paragraph 3.2.11).
- 1.6.5 Background information regarding the State of Missouri’s Office of Information Technology and the information technology operations of all of the state departments can be viewed at: www.oit.mo.gov. However, all contacts relative to this procurement must be directed to the Buyer listed on page 1 of this document.
- 1.6.6 The state previously contracted for Project Management Training through C200095001 which expires December 10, 2004. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management’s **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. Please reference contract number C200095001 when searching for the contract documents.
- 1.6.7 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

1.7 Attachments:

- 1.7.1 The offeror is advised that attachments exist to this document, which provide additional information and instruction. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the State of Missouri website. Please refer to <http://www.moolb.mo.gov/>. The attachments shall be a separate downloadable document located on the same web page where the RFP document B2Z04081 is downloadable. It shall be the sole responsibility of the offeror to obtain the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments. The following describes the Attachments to this RFP:
 - a. Attachment 1 - Sample Report

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.1.2 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.2 Price:

- 2.2.1 All prices shall be as indicated in Exhibit A. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.3 Payments:

- 2.3.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: www.oa.mo.gov/purch/vendorinfo/vendorach.pdf. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.4 Contractor Liability:

- 2.4.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.4.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.4.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.5 No Actions, Suits, or Proceedings:

- 2.5.1 The contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on the contractor's ability to fulfill its obligations under this contract. The contractor further warrants that it will notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on contractor's ability to fulfill the obligations under this contract.

2.6 Warranty of Contractor Capability:

- 2.6.1 The contractor warrants that it is financially capable of fulfilling all requirements of this contract, that there are no legal proceedings against it that could threaten performance of this contract, and that the contractor is a validly organized entity that has the authority to enter into this contract. The contractor is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this contract.

2.7 Contractor Status:

- 2.7.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8 Subcontractors:

- 2.8.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.9 MBE/WBE Participation:

- 2.9.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- 2.9.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.9.3 The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to

in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.

- 2.9.4 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must provide written notification to the Division of Purchasing and Materials Management for any new MBE/WBE participants. The Division of Purchasing and Materials Management will verify that the proposed MBE/WBE has been certified by the Office of Equal Opportunity and will provide acknowledgement of the new MBE/WBE participant to the contractor.
- 2.9.5 If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

2.10 Insurance:

- 2.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.11 Assignment:

- 2.11.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

2.12 Coordination:

- 2.12.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.13 Property of State:

- 2.13.1 All reports, Documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, Documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the State Agency.

2.14 Substitution of Personnel:

- 2.14.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.15 Replacement of Damaged Product:

- 2.15.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.16 Substitutions of Product/Services:

- 2.16.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.16.2 The state reserves the right to allow the contractor to substitute any new product/services offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

2.17 Termination:

- 2.17.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.18 Cooperative Procurement:

- 2.18.1 If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

2.19 Transition:

- 2.19.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.
- 2.19.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services

required under the terms of the contract to an organization designated by the state agency, if requested in writing.

- 2.19.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
- 2.19.4 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

2.20 Prohibitive Hiring:

- 2.20.1 The contractor and contractor's subcontractor(s) shall not hire any current data processing employee of the State of Missouri, or any individual who was a data processing employee of any agency of the State of Missouri, including the University of Missouri or the regional colleges, for work on the project identified in the RFP for a period of not less than six (6) months prior to their date of employment with the contractor or contractor's subcontractor(s) (unless the individual has retired in accordance with the State of Missouri's retirement program), without the prior written approval of the Chief Information Officer of the Office of Information Technology. It is agreed between the parties that the contractor shall obtain the required approval before contacting any described data processing employee for the purposes of possible employment.

2.21 Contract Extension:

- 2.21.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.22 Contract / Entire Agreement:

- 2.22.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, (3) clarifications of the proposal, if any; and (4) Division of Purchasing and Materials Management (DPMM)'s acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.22.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order or notice to proceed.
- 2.22.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.22.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3. TRAINING AND CONTRACTOR PERFORMANCE REQUIREMENTS

3.1 General:

- 3.1.1 The contractor shall provide for any agency of the State of Missouri (hereinafter referred to as “state agency”) in accordance with the terms and conditions defined herein, a basic project management course aligned with the current State of Missouri Project Management Best Practices and in support of the Missouri Project Management Certification Program (for further information about the State of Missouri Project Management Best Practices and the Missouri Project Management Certification Program, go to the following website: www.oit.mo.gov). The information is located under Business Solutions by clicking on Project Management). The coordinating state agency for the contract shall be the Office of Information Technology (OIT). The basic project management course must consist of a minimum of one hundred twenty (120) hours of instruction and must address at a minimum:
- a. The application of knowledge, skill, tools, and techniques to a broad range of activities in order to meet the requirements of a project;
 - b. The five project management processes of initiating, planning, execution, controlling and Closing; and,
 - c. The nine knowledge areas of project integration, project scope, project time, project cost, project quality, project human resources, project communications, project risk management and project procurement.
- 3.1.2 Immediately upon completion of the one hundred twenty (120) hours of instruction in the basic course, the contractor shall administer a Missouri Certification Exam supplied by the State and report results immediately to the State.
- 3.1.3 The basic project management course must be broken into four (4) one-week sessions with at least a one-week break, but not to exceed a two-week break between sessions, and the basic course shall address all knowledge areas identified in the Project Management Institute Guide to the Project Management Body of Knowledge (PMBOK).
- 3.1.4 The on-site training day shall consist of a six- to eight-hour day which includes an hour lunch and two (2) fifteen-minute breaks, preferably one in the morning and one in the afternoon.
- 3.1.5 It is highly desirable that the training program address the forms and processes used in managing complex projects and provides students the experience of adapting them and determining their necessity to specific project situations.
- 3.1.6 The contractor shall develop and administer a practice exam at the end of training weeks one, two and three, and the Missouri final certification exam on day five of week four. The Missouri final certification exam will be provided by the State and will be provided to the contractor upon award of the bid. In the event a student does not score at least 80% on the Missouri final certification exam, the contractor must follow the specific procedures outlined below:
- a. Contractor must follow up with the student giving them an opportunity to write a ten (10)-page paper on “How Our Agency Will Use The Missouri Project Management Methodology”.
 - b. The paper must include at least the following sections:
 - How to Develop a Business Case
 - How to Develop a Project Plan

- How to Start a Project
 - How to Control a Project During Execution
 - How to Close a Project
 - How to Use the Methodology to Lower Project Risks.
- c. The paper must be single spaced with a font no larger than 12.
- d. The ten (10) pages must not include the title page or table of contents.
- e. The paper shall be due within ten (10) working days from the date of the exam unless special permission is received to extend the timeframe.
- f. The papers must be evaluated by the contractor on a pass/fail basis based on the demonstrated knowledge of the methodology and its application.
- g. To be deemed acceptable, the paper's author must demonstrate that they understand how the Missouri Project Management Methodology should be implemented in their agency. The paper must also be well written and well organized. It must also follow the mandated guidelines regarding length, format and sections.
- 3.1.7 The contractor shall also provide for any state agency, short courses of one (1) to three (3) days, addressing specific processes and knowledge areas of the Project Management Body of Knowledge. These courses shall be in support of the Missouri Project Management Continuing Certification Program and must include at a minimum the following:
- a. Project Integration Management;
 - b. Project Scope Management;
 - c. Project Time Management;
 - d. Project Cost Management;
 - e. Project Quality Management;
 - f. Project Human Resource Management;
 - g. Project Communications Management;
 - h. Project Risk Management;
 - i. Project Procurement Management;
 - j. Project Performance Management.
- 3.1.6 The contractor shall provide all services on an as needed, if needed basis, to the sole satisfaction of the OIT.
- 3.1.7 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.
- 3.1.8 The contractor shall understand and agree that the OIT shall reserve the right to reject/request substitution of any of the contractor's instructor(s).
- 3.2 Specific Requirements for Interactive/Hands-on Training:**
- 3.2.1 The contractor must provide Continuing Education Courses in project management accredited or recognized as equivalents, by the International Association for Continuing Education and Training (IACET) which awards Continuing Education Units (CEU).
- 3.2.2 The offeror must provide a complete listing of all project management courses available along with a detailed description of each course including the class duration, location, and dates of open enrollment (contractor site) courses.

- 3.2.3 The contractor must be a Project Management Institute (PMI) registered education provider and must award Professional Development Unit(s) (PDUs) for courses successfully completed.
- 3.2.4 The contractor must provide a curriculum that is aligned with the Guide to the Project Management Body of Knowledge (PMBOK) and the Missouri Project Management Certification and Continuing Certification requirements.
- 3.2.5 Contractor must provide courses designed to assist students in qualifying for the Missouri Project Management Certification and the Project Management Institute's Project Management Professional "PMP" certification program.
- 3.2.6 Materials in courses must be reviewed and updated annually by the contractor to reflect changes occurring in the workplace, the PMI Project Management Body of Knowledge and the latest industry best practices.
- 3.2.7 Contractor must provide these courses on-site at a facility provided by the State of Missouri.
- 3.2.8 Contractor must also offer courses through open enrollment at a site provided by the contractor.
- 3.2.9 Contractor must provide on-site training within thirty (30) days of notification.
- 3.2.10 For on-site classes, the contractor shall be required to provide each student a set of course materials at no additional cost to the state. The contractor should also provide all student materials at no additional cost to the state for contractor-site classes.
- 3.2.11 It is highly desirable that on-site classes not exceed fourteen (14) students, and the State of Missouri intends to limit on-site classes to fourteen (14) students or less except in extenuating circumstances. Contractor should limit the size of contractor-site classes so that the contractor accepts no more than twenty (20) students.
- 3.2.12 The contractor must locate, and make available, International Association for Continuing Education and Training (IACET) accredited courses in any project management subject the Project Management Institute (www.pmi.org) requires for certification within thirty (30) days of receipt of the request.
- 3.2.13 The contractor must provide students with a course evaluation form at the end of each training session. This course evaluation form must be approved by the state prior to its use. Original student course evaluation forms completed by the student must be submitted to the State of Missouri immediately upon completion of each training session. The state and the contractor shall work together to determine the best remedy for any substandard instruction.
- 3.2.14 Certificate Program: The contractor must provide a certificate program in which after successful completion of each course or series of courses, a certificate shall be awarded to each student within 30 days after completion of the class indicating successful completion of the course and would reflect that the awardee has the core skills equivalent to those outlined in the Missouri Project Management Methodology Manual. At a minimum, the certificate must contain the following information:
 - a. Name of course attendee
 - b. Title of course
 - c. Date of completion
 - d. Number continuing education units (CEU) earned and/or professional development units (PDU)
 - e. Signature of trainer, or other authorized individual, certifying the attendee successfully completed the courses.

3.3 Scheduling and Cancellation of Classes:

- 3.3.1 For on-site training, students shall send their registrations through the Missouri Technical Training and Education Center (MOTEC) that will schedule the courses with the contractor. This shall allow MOTEC (1) to recruit additional students if scheduled on-site classes are not filled and/or (2) to make the determination when an insufficient number of students are registered whether it would be economically more feasible either to cancel the on-site class and send the students to contractor-site classes or to postpone the class until greater demand exists. For contractor-site training, students shall send their registrations directly to the contractor.
- 3.3.2 MOTEC shall notify the contractor, at least fifteen (15) days prior to course schedule date, the location of the on-site training facility.
- 3.3.3 For on-site classes, the contractor must send a confirmation memorandum to MOTEC within three (3) working days following the scheduling of courses through MOTEC. This written confirmation must provide the student with the following minimum information regarding the scheduled class: name of class, dates(s) and time(s) class will be held.
- 3.3.4 For contractor-site classes, the contractor must send a confirmation memorandum to each registered student within three (3) working days following the contractor's receipt of the student's registration. This written confirmation must provide the student with the following minimum information regarding the scheduled class: name of class, dates(s) and time(s) class will be held, location of the training facility.
- 3.3.5 For on-site training, the contractor must notify MOTEC in writing of class cancellations at least five (5) working days prior to the date of the scheduled class. For contractor-site training, the contractor must notify each enrolled student in writing of class cancellations at least fifteen (15) working days prior to the date of the scheduled class.
- 3.3.6 For contractor-site training, the contractor must allow enrolled students to cancel their class registration by mailing or faxing written notice to the contractor any time up to fifteen (15) working days prior to the date of the scheduled class, at no cost to the state.
- 3.3.7 For on-site and contractor-site training, in the event an employee is unable to attend a class for which they are registered, the contractor must allow the state to substitute another employee in their place at no additional cost to the state.
- 3.3.8 For on-site training MOTEC shall give at least sixteen (16) calendar days written notice prior to the date of the scheduled class either by mailing or faxing the written notice to the contractor. Such cancellations shall be made at no additional cost to the state.

3.4 Post Training Customer Support:

- 3.4.1 The contractor shall provide technical assistance to the state agency as needed. The contractor must be available for contact between the hours of 8:00 a.m. through 5:00 p.m., Central Time, Monday through Friday.

3.5 Reporting Requirements:

- 3.5.1 The contractor shall provide an electronic report as either a Microsoft Word or Microsoft Excel document within 30 days upon completion of each class. The report must be formatted similar to and contain the data elements specified in Attachment 1.

3.6 Invoicing and Payment Requirements:

- 3.6.1 The contractor shall submit an itemized invoice, for educational services provided during the previous month or after each training session after services have been rendered, to MOTEC. The contractor shall submit invoices to the address as designated by MOTEC.
- 3.6.2 The contractor shall invoice MOTEC in accordance with the firm, fixed pricing as stated on the Pricing Pages of this document.
- 3.6.3 The contractor's submitted invoice must be itemized with the following information at a minimum:
 - a. The title of the class;
 - b. The name of the instructor(s);
 - c. Class training total amount (NOTE: travel expenses should be listed as a separate itemized amount. See paragraph 3.7.2 below);
 - d. The date(s) on which the class was provided;
 - e. If on-site, the contractor's allowable travel expenses, detailing the days worked by each assigned staff member as well as their transportation and per diem expenses. If requested by the state, the contractor shall provide time sheets and/or lodging and transportation expenditure receipts.

3.7 Records Retention Requirements:

- 3.7.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.
- 3.7.2 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

3.8 Project Assessment Quotation (PAQ):

- 3.8.1 Project Assessment Quotations: For project management training applications outside of the contract requirements included herein, the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The intent of the PAQ process is to have the ability to design/develop new training not currently provided under the contract. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:
 - a. STEP 1: PAQ REQUEST

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. STEP 2: DRAFT PAQ

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. STEP 4: FINAL PAQ

The contractor's final PAQ must include:

- contract number;
- state agency name/address
- state agency designated project director name and phone number
- contractor contact name and phone number
- brief title of specific PAQ
- final PAQ issue date
- a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- detailed completion schedule for each task/component of the project work;
- mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

e. STEP 5: APPROVAL OF FINAL PAQ

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of

Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. **GENERAL REQUIREMENTS**

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc.
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
- 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 6) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 7) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving

written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.

- 8) The duration of any PAQ must not exceed the effective contract period.

3.9 Other:

- 3.9.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.
- 3.9.2 Travel Expenses: If the agency requests services to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.oa.state.mo.us/acct/trvreg/trvreg.htm>) and travel rules (www.oa.state.mo.us/acct/trvreg/index1.htm). The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site, www.policyworks.gov. At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

4. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

4.1 Preparation and Submission of Proposals:

- 4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 4.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages
 Table of Contents
 Transmittal Letter/Executive Summary
 Exhibit A - Cost (Pricing Pages)
 Exhibit B - Experience, Expertise, and Reliability
 Exhibit C - Method of Performance
 Exhibit D - Other Requested Information
 Exhibit E - Documentation of MBE/WBE Participation
 Attachment 1 - Sample Report (refer to paragraph 3.5.1)

- 4.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to

submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

- 4.1.4 Copies: The offeror's proposal should include an original document, plus six copies for ***a total of seven (7) documents***. Both the original and the copies should be printed on recycled paper and double sided. In addition, the offeror should include one (1) electronic copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- 4.1.5 Imaging Ready: Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.
- 4.1.6 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). Offeror's may view RSMo 610.021 at the following web site address: <http://www.moga.state.mo.us/statutes/C610.HTM>). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.
- 4.1.7 Compliance with Terms and Conditions: The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. **The State of Missouri shall not award a noncompliant proposal.**
- a. The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements.
 - b. If the offeror's and/or any other 3rd party pre-printed professional and/or consulting agreement(s) must be executed in order to provide services required in the RFP, such agreement(s) ***must*** be submitted in Exhibit D in order to be considered as part of the contract between the contractor and the State of Missouri. The offeror shall be required to do one of the following if such submission is done: (1) The offeror and any 3rd party professional and/or consulting that the offeror is reselling the 3rd party's services as part of their proposal must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the ***RFP B2Z04089***, the RFP shall govern" or (2) Sign the Exhibit D signature block entitled "Addendum to the Offeror's and/or 3rd Party Pre-Printed Terms and Conditions Documents".
- 4.1.8 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 1) The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://mosl.sos.state.mo.us/bus-ser/soscor.html> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

4.2 Proposal Evaluation and Award:

- 4.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost 40%
 Experience, Expertise and Reliability of the Organization/Personnel 30%
 Proposed Method of Performance..... 30%

- 4.2.2 Cost Evaluation: The evaluation of cost shall cover the original contract period plus renewal periods for the Tables in Section A.1 of Exhibit A. The cost evaluation shall include all applicable costs of the project management training necessary to satisfy the requirements of the RFP and the renewal options. The State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 4.2.3 Subjective Evaluation: The evaluation of the offeror's experience, expertise, and reliability, as well as, method of performance shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.
- 4.2.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may

be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.
 - e. NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.
- 4.2.5 Question Answer Conferences: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 4.2.6 Award: The award shall be made on an all or none basis.

4.3 Offerors Response to Evaluative Criteria:

- 4.3.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. **UNLESS STATED IN EXHIBIT A, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR COSTS EXIST TO SATISFY THE RFP REQUIREMENTS.** Therefore, the successful offeror shall be responsible for any additional costs.
- 4.3.2 Experience, Expertise and Reliability: The offeror should provide information relative to the offeror's proposed experience, expertise and reliability, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience, expertise and reliability
- 4.3.3 Proposed Method of Performance: The offeror should provide information relative to the offeror's proposed method of performance, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed method of performance.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

4.4 Other Requested Information:

- 4.4.1 The offeror should respond to the information requested in Exhibit D, Other Information.

5. OFFEROR REQUIREMENTS FOR MBE AND WBE PARTICIPATION

----- Read All Of This Part Of The RFP and Complete All Related Exhibits -----

5.1 Mandatory Requirement for Participation:

- 5.1.1 In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.

5.2 Definition -- Qualified MBE/WBE:

- 5.2.1 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups. In order to be considered a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Equal Opportunity.

5.3 Offerors Qualifying as MBE/WBE:

- 5.3.1 MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation section found in Exhibit E and verifying their certification by the Office of Equal Opportunity as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

5.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities:

- 5.4.1 This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. Offerors can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all-inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- Reviews
- Data Analysis
- Report Writing
- Consultant Services
- Printing
- Data Entry

5.5 Resources:

- 5.5.1 A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at http://www.oa.mo.gov/oeo/Supplier_Diversity_Program.html or by contacting the Supplier Diversity Program at:

Office of Administration
Supplier Diversity Program

P.O. Box 809
Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078

5.6 Participation Commitment:

- 5.6.1 To identify each proposed MBE and WBE, the offeror must complete the Participation Commitment table located in the Exhibit E of this RFP.

5.7 Documentation of MBE/WBE Participation:

- 5.7.1 The offeror must insure that each MBE and WBE listed in the Participation Commitment exhibit completes a Documentation of MBE/WBE Participation exhibit which is located in the Exhibit section of this RFP. Each completed Documentation of MBE/WBE Participation exhibit must be submitted by the offeror with the proposal. The percentage level of MBE/WBE participation committed to by the offeror in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.

NOTE: THE OFFEROR SHOULD SUBMIT DOCUMENTATION OF ANY MBE/WBE PARTICIPATION THEY ARE ABLE TO OBTAIN. IF THE PERCENTAGE IS LESS THAN THE REQUIRED 20% MBE OR 10% WBE, THE OFFEROR MUST ALSO SUBMIT THE APPLICATION FOR WAIVER EXHIBIT.

5.8 Application for Waiver:

- 5.8.1 If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver exhibit documenting efforts made to meet the MBE/WBE participation requirements. The Application for Waiver exhibit can be found in the Exhibit E section of this RFP.

5.9 Rejection of Proposal:

- 5.9.1 Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation. The Division of Purchasing and Materials Management reserves the right to request additional information from offerors to determine compliance with the MBE/WBE participation requirements.

EXHIBIT A
COST (PRICING PAGE)

A.1 REQUIRED PRICING

The offeror shall complete the following Required Cost pricing table (or in a form similar to the pricing table) and provide firm, fixed pricing necessary to meet the requirements of the RFP. All costs associated with providing the required services shall be included in the stated prices.

NOTE: Travel expenses shall be reimbursed separately in accordance with section 3.7.2 of this RFP. [Please be advised that a on-site training day shall consist of a six- to eight-hour day which includes an hour lunch and two (2) fifteen-minute breaks, preferably one in the morning and one in the afternoon per paragraph 3.1.4.]

UNLESS STATED HEREIN, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR CHARGES WILL BE ASSESSED TO THE STATE WHATSOEVER IN CONNECTION WITH SATISFYING THE RFP REQUIREMENTS.

1. On-site 120 hour “Interactive/Hands-On” Training Course Pricing for initial Missouri Project Management Certification:

Class Duration	Size of Class	Unit Of Measure	Total Cost Per Class
120 hour Training Course	14 Students	Per Course	\$ _____

2. On-site “Interactive/Hands-On” Individual Specialized Training Course Pricing for Maintaining certification of Project Managers (i.e., Risk Management, Project Communications Management, How to Measure Project Performance, Scheduling, Human Resource Management, etc. Please provide a detailed response to Exhibit C. These specialized classes can range anywhere from 1-5 days and can be priced accordingly.

NOTE: The offeror does not have to offer every class duration listed below, but shall be required to provide some classes based on at least one of the class durations below. For example, if the offeror does not offer 1-day or 3-day classes, please leave those lines blank and provide pricing for all those that the offeror does provide. The cost evaluation for the below specialized classes shall be configured by adding the number of days that are offered and adding the pricing together for each of these days then divide the total dollar amount by the number of days (i.e., if the offeror has a 2-day class for \$100.00, a 4-day class for \$150.00, and a 5-day class for \$300.00 then the cost would be configured as follows: 2 days + 4 days + 5 days = 11 days and \$100 + \$150 + \$300 = \$550.00 therefore the cost evaluation would be \$550/11 which equals a \$50.00 average cost per day).

Class Duration	Size of Class	Unit Of Measure	Total Cost Per Class
5 Training Days	14 Students	Per Class	\$ _____
4 Training Days	14 Students	Per Class	\$ _____
3 Training Days	14 Students	Per Class	\$ _____

2 Training Days	14 Students	Per Class	\$ _____
1 Training Days	14 Students	Per Class	\$ _____

A.2 OTHER COSTS

The offeror must state below all applicable costs necessary to satisfy the requirements of the RFP. UNLESS STATED IN EXHIBIT A, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR CHARGES WILL BE ASSESSED TO THE STATE WHATSOEVER IN CONNECTION TO SATISFY THE RFP REQUIREMENTS.

NOTE: The evaluation of the “Other Costs” may be considered in the subjective evaluation of proposed method of performance.

1. Contractor-Site 120 hour “Interactive/Hands-On” Training Course Pricing for New Project Managers:

Class Duration	Size of Class	Unit Of Measure	Total Cost Per Class
120 hour Training Course	14 Students	Per Course	\$ _____

2. Contractor-Site “Open Enrollment” Course Pricing for “Interactive/Hands-On” Individual Specialized Training Course Pricing for Maintaining certification of Project Managers (i.e., Risk Management, Project Communications Management, How to Measure Project Performance, Scheduling, Human Resource Management, etc. Please provide a detailed response to Exhibit C. These specialized classes can range anywhere from 1-5 days and can be priced accordingly.

Class Duration	Unit Of Measure	Total Cost Per Student Per Class
5 Days	Each Student/Class	\$ _____
4 Days	Each Student/Class	\$ _____
3 Days	Each Student/Class	\$ _____
2 Days	Each Student/Class	\$ _____
1 Day	Each Student	\$ _____

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Project Assessment Quotation (PAQ) services	Hour	\$ _____

A.3 OPTIONAL PRICING

The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed equipment.

NOTE: The evaluation of the "Optional Costs" may be considered in the subjective evaluation of proposed method of performance.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

A.4 RENEWAL OPTIONS FOR ALL PRICING

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of five (5) additional years.

The offeror must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT against the previous year's price.** A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: **DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
First Renewal Period:	original price +____%	OR	original price - ____%
Second Renewal Period:	original price +____%	OR	original price - ____%
Third Renewal Period:	original price +____%	OR	original price - ____%
Fourth Renewal Period:	original price +____%	OR	original price - ____%
Fifth Renewal Period:	original price +____%	OR	original price - ____%

EXHIBIT B
EXPERIENCE, EXPERTISE AND RELIABILITY

The evaluation of the offeror's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information should be provided by the offeror in order to verify their proposed experience, expertise, and reliability. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE, EXPERTISE AND RELIABILITY

- 1) The offeror's organization should fully describe any prior experience in past performance related to the requirements of the RFP. The offeror's description should fully describe all prior projects which included similar project management training and support for another state. The offeror shall provide at least three references that we may contact. In addition, the offeror shall provide at least three references that we may contact for the instructors that the offeror proposes to meet the requirements of the RFP. Include the contact name, address, phone number, how long they have been a customer, and what training they are using. All references should be in federal or state government and must have had the proposed project management training.
 - a. The offeror should provide reference contact information (name, role in project, phone, email, how long they have been a customer, and what training they have utilized) for the above in order to allow the evaluators to verify the information.
- 2) The offeror should describe the experience, capabilities, qualifications of staff and number of years in the project management training industry.
- 3) The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization which would adversely affect the ability to perform the contract requirements and responsibilities. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization.
- 4) The offeror should state how long the offeror has been in business. The offeror should present detailed information regarding current and/or prior experiences in providing the proposed project management training.
- 5) The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
 - a. The organizational chart should outline the team proposed for the proposed training and the relationship of those team members to each other and to the management structure of the offeror's organization.
 - b. The organizational chart should include the following information:
 - 1) Relationship of personnel to management and support personnel.
 - 2) Names of the personnel and the working titles of each.
 - 3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - c. Along with a detailed organizational chart, the offeror should describe the following:

- 1) How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri
- 6) Personnel Expertise - The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- a. The offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
 - 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) Information submitted should clearly identify previous experience in performing similar training and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the persons involvement in that project will relate to the person's ability to contribute to the State of Missouri.
 - b. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

EXHIBIT C
METHOD OF PERFORMANCE

The evaluation of the offeror's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

C.1 METHOD OF PERFORMANCE

- 1) The contractor shall submit proof (i.e., certificate, etc.) of being a PMI registered education provider with their response (refer to paragraph 3.2.3).
- 2) The offeror should provide a detailed written narrative which demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the RFP. The offeror should include a written narrative addressing each item of the Performance Requirements section.
 - a. The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used:
 - b. On Exhibit C, or in any other appropriate format, identify each specific paragraph and subparagraph of the Performance Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.
- 3) The offeror should provide a detailed description of the number and variety of class offerings aligned with the 9 knowledge areas of the PMBOK that are priced in response to Exhibit A.

NOTE: The evaluation of this area will relate to the amounts of information covered in correlation with the duration of the class.

- 4) In presenting the method of performance, the offeror should submit or describe the following:
 - a) A complete listing of all project management courses available along with a detailed description of each course including the class duration, location, and dates of open enrollment (contractor site) courses (refer to paragraph 3.2.2).
 - b) Proof that courses are accredited or recognized as equivalents by the International Association of Continuing Education and Training and that Continuing Education Units (CEU) and Professional Development Units (PDU) are awarded for successful completion of their courses (refer to paragraph 3.2.1).
 - c) A curriculum that is aligned with the Guide to the Project Management Body of Knowledge (PMBOK) and the Missouri Project Management Certification and Continuing Certification requirements. All courses should be listed with a syllabus, course length, and number of Continuing Education Units (CEU) and Professional Development Units (PDU) awarded for successful completion. Please detail all courses and how they meet the requirements of paragraph 3.2.4.

- d) Examples of instructional materials (such as videos, computer based training diskettes, workbooks, etc.)
 - e) Specify class size restrictions for the open enrollment/contractor-site classes (refer to paragraph 3.2.10).
 - f) Detail the forms and processes used in managing complex projects and provides students the experience of adapting them and determining their necessity to specific project situations (refer to paragraph 3.1.5).
- 5) The offeror should submit, if available:
- a) The number of students that have completed the proposed project management training in the last 24 months.
 - b) The percentage of those students that passed the course.
 - c) The grade distribution and/or pass/fail percentages with the criteria utilized to assess the grades/percentages.
- 6) The offeror should also provide a description of the following:
- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

EXHIBIT D
OTHER REQUESTED INFORMATION

D.1 Addendum to Offeror's and/or 3rd Party's Pre-Printed Terms and Conditions Documents

If the offeror's or 3rd Party's pre-printed professional and/or consulting agreement(s) must be executed in order to provide services required in the RFP, such agreement(s) **must** be submitted in this Exhibit D in order to be considered as part of the contract between the contractor and the State of Missouri. In addition, the offeror and/or 3rd Party shall be required to do one of the following in the event pre-printed terms and conditions are submitted: (1) The offeror/3rd Party must clearly state on the first page of each of their pre-printed terms and conditions documents the following, *"In the event of conflict between any of the ("name of offeror's/3rd Party's company") terms and conditions and those contained in the RFP B2Z04089 that the RFP shall govern"* or (2) Sign and date the "Addendum to the Offeror's/3rd Party's Pre-Printed Terms and Conditions Documents" signature box below.

**ADDENDUM TO OFFEROR'S AND/OR 3RD PARTY'S PRE-PRINTED
TERMS AND CONDITIONS DOCUMENTS**

By signing the signature block below the offeror and/or 3rd Party hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as professional and/or consulting agreements, etc., that are submitted as part of his/her proposal, and (2) any of the offeror's and/or 3rd Party terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP B2Z04089's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's and/or 3rd Party's pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
OFFEROR'S COMPANY NAME	

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
3 RD PARTY'S COMPANY NAME	

D.2 CONTACT INFORMATION

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

D.3 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

- 1) A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.
- 2) If the offeror is an organization for the blind or sheltered workshop, then the offeror should provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).
- 3) If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror **MUST** submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

D.4 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION

- 1) In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information:

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES _____ NO _____

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

D.5 OFFERORS AS EMPLOYEES

- 1) Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____%

D6. LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT)

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes _____ No _____

EXHIBIT E
MBE/WBE PARTICIPATION

E.1 PARTICIPATION COMMITMENT

The offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE: <i>(must be at least 20%)</i>		Total WBE: <i>(must be at least 10%):</i>	

The offeror must provide below a complete, detailed description of the roles and responsibilities of the MBE/WBE firms represented above.

EXHIBIT E (continued)**E.2 DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed exhibits must be submitted with the offeror's proposal.

Indicate appropriate business classification(s): _____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

MBE/WBE Owner/Authorized Representative Signature: _____

Authorized Signature of Offeror: _____

EXHIBIT E (continued)**E.3 APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: ___MBE ___WBE
(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. (Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. (Submit copies of information provided to the MBE/WBEs.)

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

EXHIBIT E
APPLICATION FOR WAIVER-(continued)

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror: _____

Name: _____

Title: _____

Company: _____

Date: _____

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the

- intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
 - c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
 - d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Executive Orders 03-27 and 04-09.
 - e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
 - f. The DPMM reserves the right to reject any and all proposals.
 - g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
 - h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
 - i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
 - j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
 - k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
 - l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
 - m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
 - n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
 - o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and

- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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